

## GENERAL TERMS AND CONDITIONS APPLICABLE TO GOPET'S TRANSPORT ORDER TO THE CARRIERS

### I. Definitions.

**"We" or "GOPET"** means either company in the GOPET GROUP: GOPET TRANS EOOD, GOPET ROMANIA SRL, GOPET POLAND SP.ZO.O., GOPET TRANS HELLAS EPE, GOPET TRANS IBERICA SL, GOPET GLOBAL LOJISTIK TIC. A.S. sending the relevant transport order. Each of the companies shall be entitled to act on behalf and on the account of the others, whereas no express written statement to this end will be required, including to exercise all the rights set out herein below.

**"Carrier"** means any third company /which is not part of the GOPET GROUP/ that we, by means of the transport order, assign the transport service to be performed.

**"Transport order" or "Order"** means our written instructions sent via email, fax or EDI assigning the transport service to the Carrier and containing the terms and conditions under which the service shall be duly performed. Once accepted as per the conditions set out herein below it shall be considered a valid transport contract concluded.

**"Status information"** means information for bellow following but not only:

1. Current geographical location of the vehicle /country, city nearby/;
2. Any deviations from the preliminary planned routing and time frame for the execution of the order;
3. Any foreseen delays for loading/unloading.

**"Delay"** means any deviation from the time terms stipulated in our order for the exact performance of any obligation.

**"Commenced Day Delay"** means any delay from the time terms stipulated in the order. Example: loading requested on 28.12.20XX. 08:00h, truck arrives on 28.12.20XX, 08:01h – it is considered 1 day delay; truck arrives on 29.12.20XX, 08:01h – it is considered 2 days delay.

**"Foreseen delay"** means delay which is reasonably expected to occur but not yet occurred.

**"Code of Conduct for Partners"** means the document describing the main principles which guide our operations and activity with our Partners and Carriers. [Available here.](#)

**"CMR Convention"** means [Convention on the Contract for the International Carriage of Goods by Road](#) (CMR) (Geneva, 19 May 1956).

**"TIR Convention"** means [Convention on International Transport of Goods Under Cover of TIR Carnets](#) (Geneva on 14 November 1975).

**"ADR Convention"** means [European Agreement concerning the International Carriage of Dangerous Goods by Road](#) (New York City on 21 August 1975).

**"MILOG" /Mindestlohngesetz/** means German Minimum Wage Act in force as of 1 January 2015.

**"Macron law" /LOI n° 2015-990 du 6 août 2015 pour la croissance, l'activité et l'égalité des chances économiques /** means French Minimum Wage Act in force as of 1 July 2016.

**“SENT Regulation” /USTAWA z dnia 9 marca 2017 r. o systemie monitorowania drogowego przewozu towarów/** means Polish law regarding monitoring of the road transport of goods in force as of April 2017.

**“EKAER Regulation”** means Electronic Trade and Transport Control System (*‘elektronikus közúti áruforgalom-ellenőrző rendszer’*), mandatory in Hungary as from January 2015, monitoring goods traffic inside Hungary and also goods transported on public roads between member states of the European Union.

**„ITU code”** means the unique number generated upon registration of a carriage in “RO e-Transport System” - the National System for monitoring the road transport of goods with high fiscal risk RO e-Transport (“Sistemul național privind monitorizarea transporturilor rutiere de bunuri cu risc fiscal ridicat RO e-Transport”), mandatory in Romania as from the 1st of July 2022, monitoring the traffic of fiscal high risk goods inside Romania and transported from/to Romania.

**“GTC”** means our General terms and conditions containing herein which are an integral part of each transport order.

**“PPE”** /Personal Protective Equipment/ means the equipment which the driver shall be provided with at the loading/unloading sites, including during the loading/unloading operations at the sites. Standard PPE consists of safety helmet, eye protection goggles, ear plugs/earmuffs, safety boots with hard toecaps, gloves, high visibility jacket.

**“FTL order”** /Full Truck Load/ means transport order for a dedicated vehicle, assigning transport of goods that fill up a full truck, or a partial load shipment occupying an entire truck.

**“LTL order”** /Less Than Truck Load/ means transport order assigning transport of goods that do not take up the entire available space on the truck.

**“Cabotage operations”** means national carriage for hire or reward carried out on a temporary basis in a host Member State, in conformity with EU Regulation 1072/2009.

**“Personal data”** means any information relating to an identified or identifiable natural person (‘data subject’) as per EU Regulation 2016/679 (**General Data Protection Regulation**);

**“Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data as per EU Regulation 2016/679 (**General Data Protection Regulation**);

**“Processor”** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller as per EU Regulation 2016/679 (**General Data Protection Regulation**);

**“Personal data processing”** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

## **II. Applicable Laws and regulations. Jurisdiction.**

2.1. These terms and conditions regulate the relationship between GOPET group companies and the Carrier.

2.2. This carriage is to be performed in accordance with CMR Convention and if applicable - TIR Convention and/or ADR Convention with all the attendant rights and obligations, including claims for the non-performance, originating therefrom.

2.3. In case of cabotage operations/national carriages, the national legislation of the country they are performed shall be applied unless otherwise is provided for either herein below or in the transport order.

2.4. The Carrier shall conduct its business in a manner both lawful and consistent with the professional standards of the industry. The Carrier shall comply with all international and local laws and regulations applicable to the performance of the carriage and to its employees (such as but not limited to: MILOG, Macron law, SENT, EKAER Regulations, regulations on the posting of drivers, etc.) and shall operate a safe system of work under the guidelines of such laws and regulations.

2.5. The Carrier undertakes to conduct its business activity in accordance with our Code of Conduct for Partners available on:

<https://gopettrans.com/wp-content/uploads/2017/06/Partners-Code-of-Conduct-2017.pdf>

2.6. The Carrier undertakes to make sure the driver will get acknowledged with our instructions for safe and secure transportation, as per the Carrier's Manual available on:

[http://gopettrans.com/wp-content/uploads/2017/04/Narachnik\\_za\\_prevozvachi.pdf](http://gopettrans.com/wp-content/uploads/2017/04/Narachnik_za_prevozvachi.pdf)

2.7. Any disputes which may arise between the parties with connection with a particular transport order and/or these GTC, the parties shall try to solve by mutual consent. If it is not possible, they may seize the competent court in Sofia, Bulgaria which shall settle the case in compliance with CMR Convention and Bulgarian law.

2.8. The Parties recognize exchanged by fax or e-mail correspondence valid contract in writing.

### **III. General Provisions & Liabilities.**

3.1. For the performance of the service assigned the Carrier is liable according to CMR Convention (in case of international carriage) or the applicable national law (in case of cabotage/national carriage) unless otherwise agreed in the order.

3.1.1. The Carrier shall have a valid insurance policy "Carrier's liability" (CMR insurance and/or insurance for domestic or cabotage carriages) for the truck/trailer used in the transport with sufficient coverage needed: 8.33 SDR/kg (or higher as per the applicable law in compliance with the type of transport and Carrier's liability) and not less than the goods' value transported. The insurance premium shall be fully paid on time.

3.1.2. The Carrier is obliged to send us its insurance policy upon acceptance of the present order, at the latest, otherwise we are entitled to claim penalty amounting to the total freight rate agreed for the performance of the carriage.

3.1.3. If the Carrier does not have valid insurance or its insurance does not meet the coverage requirements mentioned above, we may conclude an insurance contract providing the necessary coverage on its behalf and at its expense (the premium paid shall be deducted from any amount due to the Carrier) or we may cancel the transport order without any liability by the side of Gopet, regardless of if it has been already accepted by the Carrier.

3.2. The Carrier shall provide and maintain all necessary authorizations, visas, etc. in order to perform the transport ordered in accordance with the existing regulations in all transit countries, as well as the countries of loading and destination. Otherwise the Carrier shall be liable for all damages sustained.

3.3. The Carrier shall execute the carriage with its own vehicles. The transport may be assigned to a sub-contractor only after our explicit prior written permission. Otherwise, the Carrier may be charged with a penalty of 1000 eur for every particular breach of that obligation.

3.4. The vehicle shall be in good technical condition, with clean & dry loading compartment, having loading capacity as per the order plus 3.5t for forklift/other loading equipment. While being at the loading/unloading address, the driver is obliged to have PPE for his safety and to comply with the internal rules of the relevant site. Otherwise the Carrier will be liable for all damages sustained.

3.5. If the Carrier does not reject the order by sending any written rejections or objections within 1 /one/ hour after its receiving by fax, e-mail or EDI, we will consider the order accepted with all terms and conditions set out therein as binding. Any consequent amendment of these conditions shall be considered agreed only if it is confirmed by Gopet in writing. In case the Carrier fails to provide the vehicle at the loading address within the term specified in the order this shall be considered a delay and charged as per 4.7. Without prejudice to all other rights provided for herein /including mentioned in 4.8./, we also may terminate the transport contract at any time after the delay has occurred, with immediate effect, and we may claim a penalty in the amount of 500 euro.

3.5.1. If the Carrier begins to perform the order, it shall be deemed to have accepted the order definitively and without reservation with all terms and conditions set out therein as binding, regardless of whether the Carrier has acknowledged receipt of the order.

3.6. In case the Carrier rejects the order later than 1 /one/ hour after its receiving, we may charge a penalty of 500 euro.

3.7. In case of transportation of goods /feeding stuffs, waste and other non-exhaustively listed here goods/, whose carriage is subject to authorization or registration regime as well as to current and/or subsequent control by competent authorities, the Carrier is obliged to keep properly the necessary documentation/records/, required by the law, and to send it to us in due time strictly following our instructions. We reserve the right at any time to carry out a verification of compliance with this obligation. When as a result from non-performance of abovementioned obligations by the Carrier a procedure for ascertainment of committed administrative offence and sanctioning have been initiated against us or we are already penalized by competent authorities, the Carrier owes us a penalty amounting to the maximum extent prescribed by the law or accordingly in the amount of the sanction already imposed.

3.8. In case of T-control transport, prior to the loading the Carrier is obliged to make sure that the temperature inside the loading compartment of the vehicle corresponds to the one requested as per the order. The temperature shall be checked at the time of loading, controlled and kept to be as requested in the order all the way/at all times until the delivery to the final destination. In case the Carrier fails to fulfill this obligation, it shall be liable for all damages sustained by us, including but not limited to damages caused due to any defects in the equipment in use, regardless of ownership of the equipment, weather conditions, etc.

3.9. In case of dangerous goods transportation /ADR/, the Carrier is obliged to provide the necessary equipment both for the transport unit and for the vehicle crew and to perform the carriage in compliance with all requirements provided for in ADR Convention. The driver shall hold and carry on the vehicle valid training certificate as per ADR, issued by the authorized institutions and any other documents necessary for lawful execution of the carriage.

3.9.1. The Carrier declares and warrants that its personnel is familiar with all requirements of the provisions for carriage of dangerous goods and is duly trained for safety handling and emergency response procedures.

3.10. In case of cabotage operations/national carriages the carrier shall be liable for all claims in compliance of the national legislation of the country within which these operations are performed.

3.10.1. In case GOPET has agreed with its client higher liability than this one provided for by the national legislation (if it is permitted by the law) the carrier shall be liable up to the agreed.

3.11. The Carrier is responsible for the proper and safe loading and securing of the cargo, for avoiding of excessive axle- and total weight (including to control the execution of these operations from other persons) and for all damages caused due to non-performance of the said obligations. It is Carrier's obligation to check if the factual condition and quantity of goods and packaging at collection correspond to the documents for the carriage and to our instructions related to this order. The Carrier shall enter all discrepancies in the carriage's documents in compliance with the applicable legislation. The Carrier shall inform us immediately in written about any entries made in CMR and/or the rest of the transport documents, as well as for all irregularities established and shall wait our written instructions before leaving the loading/unloading place, otherwise the Carrier shall be liable for all damages sustained.

3.12. In case of FTL order it is not allowed to co-load any other goods in the vehicle, except the ones instructed to load by us, otherwise the Carrier may be charged with a penalty of 5000 eur for every particular breach of that obligation.

3.13. It is not allowed to load and/or transship the goods on the truck/trailer different than the preliminary agreed one, it is not allowed to change the delivery address without our explicit prior written confirmation. Otherwise the Carrier may be charged with a penalty of 500 eur for every particular breach of that obligation.

3.14. In case the vehicle, upon the arrival at the loading address, is not provided with proper safety equipment as per the order (belts, edges, securing boards, rubbers etc.) or in case there is no information in the order, but safety and lawful transportation requires it, the Carrier is obliged to inform us immediately and to procure the required equipment asap from the nearest provider at its own expense. In case the equipment will be provided by the loading site, it is at Carrier's expense and the amount paid by us will be deducted from any due to the Carrier amounts. In case of pallet exchange request mentioned in the order, the Carrier is obliged to return back the empty pallets otherwise it will be liable for all damages sustained by us, therefore. The amounts for damages will be deducted from any due to the Carrier amounts.

3.15. Under no circumstances neither the Carrier nor its subcontractor is entitled to exercise any lien or retention of goods transported or of any other kind of our property or our clients' property. Otherwise, the Carrier is liable for a penalty amounting to the goods' value retained but not less than 5 000 euro.

3.16. All penalties provided for in these GTC do not limit or lapse our right to claim compensation amounting to the real damages sustained. The penalties and compensations are due immediately as from their claiming to the carrier regardless the maturity date mentioned in the invoice/protocol issued.

3.16.1. The carrier declares that it agrees with and explicitly acknowledges the Gopet's right to offset its receivables (for penalties, compensations etc.) against any counter receivables of the carrier without need of signing of any bilateral document. The Parties agree that indication of the counter invoices issued by Gopet and the carrier in the payment order to the bank shall be a valid offset notification on the part of Gopet.

3.17. If due to any damages caused to the goods during the transport or due to any discrepancies in the transport conditions as they are previously agreed or due to any action and/or inaction of the Carrier, additional costs have been made or have to be made in relation but not limited to: transport of the goods back to the sender or other place based on our instructions and our Client's request, scrapping, destroying, additional handling, for manual labor, repacking and etc., the resulting costs shall be on Carrier's account.

3.18. With the acceptance of the present order the Carrier declares that if there is a claim for lost and/or damaged goods or for any non-complying with the transport conditions as well as for damaged property /ours or any third party's/, it gives us the power and unconditionally acknowledges our right to withhold any and all amounts that we own it until the situation is clarified and solved.

3.19. To avoid any smuggling and/or thefts, it is Carrier's obligation to undertake all reasonably necessary preventive measures, such as but not limited to:

- avoid stopping for rest breaks at seaports, rail terminals, in northwestern France or western Belgium, whenever feasible;
- rest stops en route to seaports/ferry terminals/rail ports must be taken at least 300 km distance away from any port, in a secure parking area. After every rest stop the driver shall verify that the trailer seal/tilt is intact and the trailer has not been accessed by stowaways;
- parking on secured places (well lightened, fenced, access controlled, provided with live security and video surveillance);
- not to park the vehicles during driver's rest at deserted unlit places, on the road or in industrial zones near the unloading place;
- in case there is no possibility the vehicles to be parked in a secured parking, then two independent anti-theft devices must be installed and activated in order to prevent theft cases. Devices could be both immobilizer or any other electronic anti-theft device/system, or/and mechanical one, like steering wheel or wheels lock, etc. Please note that the door lock and starting key are not deemed to be anti-theft devices.
- careful and complete inspection of the truck and the loading unit after each break;
- permanent supervision of the vehicle;
- compliance with safety and security instructions listed in our Carrier's Manual;
- compliance with safety and security instructions on the sites of loading and delivery;
- the driver must not disclose any information for the cargo type and transport destination to any unknown persons.

3.20. In case of establishing of smuggling, the Carrier is fully responsible for all consequences thereof and shall pay all possible fines and contractual sanctions imposed on it or on Gopet. Furthermore, we may claim a penalty of 50.000 EUR and to deduct the penalty from any amounts due to the Carrier.

3.21. The Carrier is responsible towards us for all actions and/or inactions of the driver.

3.22. It is Carrier's obligation to make sure that:

3.22.1. The driver shall not smuggle people and/or goods such as but not limited to cigarettes, alcohol etc.

3.22.2. The driver shall not load or let appear in the cabin and in the loading unit any other goods than the ones already mentioned in the transport documents, by taking all reasonably necessary preventive measures.

3.22.3. The driver shall present at the loading operations and make sure that the truck and the cargo are under his supervision until the loading unit is closed/sealed.

3.22.4. In case the statutory custom activities have not been executed at the loading place, the driver is not allowed to leave the loading place without receiving our instructions and a seal with register number on it to be put on the loading unit. This seal is to be removed only by the competent authorities at the customs place and after custom control & clearance.

3.22.5. In case of any inspection while in transit the duly documentation shall be obtained from the respective authorities, explaining why the seal has been broken. If possible, the loading unit shall be sealed again, till reaching customs point and/or final destination. The Carrier shall be obliged to immediately inform us for the seal removal. In case the carrier breaches any of its obligations mentioned in this article, Gopet shall be entitled to claim a penalty amounting to 500 euro for each breach.

3.22.6. In case of using ferry crossings and/or rail to complete the trip, the driver shall avoid long-lasting parking for rests, within the distance of 150 km from the ports and terminals.

3.23. The transport order is strictly confidential. Carrier, respectively the driver, is not allowed to expose it to any third parties.

3.24. It is strictly forbidden the Carrier to contact directly or through any third person our client, the receiver or the sender of the goods prior to, during and after the carriage, including upon performance of other carriage not assigned by whichever Gopet company, without our prior written approval. Otherwise Gopet has the right to claim a penalty amounting to 10 000 euro per case.

3.24.1. For avoidance of any doubt, the Carrier is not allowed to offer our client, the receiver or the sender of the goods or any intermediary freight forwarder or carriers involved in that transport service directly/personally, via telephone, fax, or via e-mail or via a third person, transport/freight forwarding services under the similar conditions as per the relevant order, for a period of minimum 1 year as of the date of the last transport of this kind executed for us. Otherwise we shall be entitled to claim a penalty of 10000 eur for each case. In case of damages higher than the above mentioned penalty GOPET has the right to claim compensation for the damages actually sustained.

3.25. The Carrier shall be obliged to present on our request all documents related to the wage paid per working hour by the Carrier to each one of its employees performing activity or working within the territory of Federal Republic of Germany. Such documents may be payment orders, a declaration from the employee confirming that he/she has received a wage at least equal to the minimum wage in compliance with MILOG or explicit confirmation issued by the accountant of the Carrier stating that the Carrier has observed the requirements of MILOG.

3.24.1. In case, as a result of the breach by the Carrier of any of the obligations under MILOG, we suffer any damages including payment of any fines imposed and/or other administrative sanctions or being convicted by an employee of the Carrier to pay a compensation or whatsoever, the Carrier shall reimburse us in the amount of damages sustained per each breach.

3.26. In case of transport with loading/unloading in or transit through Poland the Carrier shall ascertain if a SENT number is mentioned in the order:

3.26.1. If there is no SENT number mentioned in the order:

During the loading the carrier/driver is obliged to check if the goods shall be registered in SENT system by comparing the cargo details from the carriage documents and/or any other information received at loading place, with the list of goods under SENT control. If the goods are to be registered in SENT, the carrier/driver is obliged to stop loading and immediately contact us for instructions.

3.26.2. If there is a SENT number in the order: The driver shall have this number during the carriage. In the case of the system failure on the part of the Polish National Fiscal Administration the driver shall have a document replacing the notification and the confirmation of receipt of that document or the document indicating an inter-warehouse transfer. The driver shall present the SENT number/document to the authorities in case of checking on the route within the territory of Poland.

3.27. By accepting of the order, the Carrier agrees and authorizes us, at our own discretion, to perform its obligation for initial registration of the carriage and supplementation thereof via the Electronic Tax and Customs Services Platform - <https://puesc.gov.pl/>. For avoidance of any misunderstanding the authorization aforementioned shall not be deemed as any undertaking for performance of the carrier's obligations under SENT Regulation.

3.27.1. In order to perform the needed registration in SENT the Carrier shall provide us with the required data for the carriage and all changes as the following but not limited to: delays in loading/delivery, change of vehicles, enter/exit point of Poland etc.

3.28. In case of transport of goods with high fiscal risk with loading/unloading in Romania and/or domestic transports in Romania the Carrier/Driver must check if ITU code is mentioned in the CMR – consignment note.

3.28.1. If there is no ITU code mentioned in the CMR – consignment note: During the loading the Carrier/Driver must check if the goods are with high fiscal risk by comparing the cargo details from the carriage documents and/or any other information received at loading place with the list of high fiscal risk provided by Romanian authorities. If the goods are with high fiscal risk, the Carrier/Driver must immediately contact us for instructions and not to leave the loading point before receipt of our written instructions, otherwise the Carrier shall compensate all damages sustained by Gopet and its client therefrom.

3.28.2. If there is ITU code in the CMR – consignment note: The Carrier/Driver must make sure this code is readable and without erasures and/or additions. The Driver shall present the ITU code to the authorities in case of checking on the route within the territory of Romania, otherwise the Carrier shall compensate all damages sustained by Gopet and its client therefrom.

3.29. The carrier shall maintain records sufficient to provide the information as may be required by GOPET in order for GOPET to fulfil any obligations pursuant to accounting, customs, company, taxation or other legislation.

3.30. At GOPET's request and after a reasonable period of notice, the carrier shall grant to the GOPET the right of access to the carrier's offices and other business premises in order to audit the carrier's production conditions and the documents relevant to the services in scope of this contract. The performance by GOPET of any review, inspection or audit shall not relieve the CARRIER from its obligations under this Contract.

3.31. Gopet may, at any time prior to the loading, cancel the present order by written notice to the Carrier. If Gopet cancels the order prior to the same date of loading, it shall have no liability to the Carrier as a consequence of such cancellation. If Gopet cancels the order on the date of loading and the vehicles are already on the loading point, its liability to the Carrier shall be limited to payment only of the duly proved costs incurred by the Carrier /loss of profit is not compensated/.

#### **IV. Performance.**

4.1. For the execution of our order, the Carrier undertakes to provide a vehicle equipped with GPS, cellphone, or similar technology, in order to support reliable and regular communication and status information till final delivery of the goods. The execution of our order starts from the moment it is sent by us to the Carrier, by e-mail, fax or EDI.

4.2. The Carrier is obliged to provide us with information regarding the described below but not limited to the following:

4.2.1. **Prior to loading and prior to unloading** in case of any delay foreseen, immediately after it is aware of such possibility; any delay at previous transport delivery; technical breakdown or any other incident; need of a driving rest; change of the planning



route; any kind of driving restrictions, bans or any other events that may delay the arrival of the vehicle on time as per the terms in our transport order.

4.2.2. **At the loading and at the unloading address:** as soon as the goods are loaded/unloaded or in case of any delay in loading/unloading operations; in case of any discrepancy of factual condition and quantity of goods with the ones stated in our order and/or with the once stated in carriage's documents; in case of any damage including of the packaging; in case of improper loading/securing of the goods by the sender (or if the goods are not secured at all); in case the sender/receiver does not allow the driver to attend and supervise the loading/unloading or to make an entry in the CMR/consignment note etc.

4.2.3. **While in transit:** the location and status of the truck every day latest till 10:00h local time. In case of no information or wrong information, the Carrier shall pay penalty of 100 eur for every particular breach of this obligation.

4.3. The Carrier shall inform us immediately in written for any delay and/or deviation from the normal transport route and any additional costs / incl. overloading charges /. We shall pay only the additional costs for which we have been informed in written and which we have accepted.

4.4. Free time for loading/unloading, incl. customs clearance: 48 hrs for non-EU countries; 24 hrs for EU countries (weekends and the bank holidays are not included). In case the loading/unloading or the custom clearance has not been initiated or it has been initiated but not finished within the free time, the carrier is obliged to immediately notify us and request instructions. It is not allowed, regardless if during the free time or after its expiration, vehicle to leave the loading or unloading address without written instructions and confirmation of GOPET, otherwise the carrier will be charged with a penalty of 500 euro.

4.5. Claims for standing costs/demurrages will be accepted only in case of providing clear record on CMR /or another relative document like Standing Card, explicitly confirmed by a signature of the personnel of the loading/delivery point/, stating time & date of arrival/departure of the truck at loading/unloading place.

4.5.1. For avoidance of any doubt, the signature of the shipper's/consignee's employee stated in field No 22 and field No 24 of the CMR consignment note shall not be considered an explicit confirmation of the time of arrival/departure of the truck as per the previous art.4.5.

4.6. The Carrier shall not be entitled to claim any standing costs/demurrages in case of late or earlier arrival for loading/unloading as per the date and time specified in the order.

4.7. The Carrier shall respect the loading and delivery dates and time terms stipulated in the order. In case the Carrier fails to meet the agreed terms it shall be charged with 150 eur for each commenced day of delay. This amount is not a limit for us to claim for additional costs resulting from the delay of the carrier.

4.8. In case of delay or foreseen delay of the vehicle for loading or unloading, which is not acceptable by us, we reserve the right to may cancel the order and subcontract to a different carrier in order to meet the agreed terms. Any additional costs resulted by such cancelation, including but not limited to higher freight rate costs, cross-dock and handling costs in case of re-loading, will be directly invoiced to the Carrier and deducted from its due invoices. If there are no due invoices to the Carrier, the latter shall be obliged to pay the invoiced additional cost within the term of 5 /Five/ days as of the receipt of the relevant invoice via email.

## **V. Payment terms and invoicing.**

5.1. The Carrier shall issue and send us two copies of each invoice /one original and one copy/ for each transport order performed, as well as the rest of the documents, described below.

5.2. In addition to requested documents as per the order, the Carrier shall send us the following documents in order to receive the payment of the agreed freight rate:

5.2.1. In case of a transport performed within EU countries : one original invoice, one copy of the invoice, one original and one copy of the CMR, duly stamped & signed by the consignee.

5.2.2. In case of a transport performed between countries when at least one of them is non-EU member: original invoice + 2 original copies of the CMR, duly stamped & signed by the consignee + copy of Carnet TIR /or another T-document/, stamped by customs authorities of destination.

5.2.3. In case of a transport between EU countries, but transiting a non-EU country: original invoice + 2 original copies of CMR, duly stamped & signed by consignee + copy of Carnet TIR with observation T2L on it /or another T-document/, stamped by the customs of destination.

5.3. The documents requested as per 5.2. shall be received by GOPET at our postal address mentioned in the order within 15 days as of the date of cargo delivery. Otherwise the term for payment may be prolonged with additional 45 days. We may also claim a penalty amounting to 50 euro for each document set delayed. The penalty may be offset by Gopet against any amount which the latter owes to the carrier without any additional notification, agreement or whatsoever.

5.4. In order to be paid the invoice shall contain: our transport order number; our VAT number; Carrier`s VAT number; bank details: bank corporate name, bank SWIFT address, IBAN – currency/ account – currency. In case of change of bank details the Carrier shall send us an official written notification thereof along with a letter issued by the relevant bank containing confirmation of the Carrier`s title to the bank account. GOPET shall be entitled to withhold any amount due to the Carrier in case the latter fails to provide us with the bank document set out in the previous sentence. The obligation for provision of document confirming the title of the Carrier to the bank account shall bind also each new Carrier.

Bank account thus provided shall be registered in our system and all payments to the Carrier shall be transferred to this account. Only one account in one currency can be registered.

For avoidance of any doubt GOPET shall not be liable in case of outstanding, delayed or payments made on old accounts due to the absence of or provision of incomplete, old and/or incorrect data for bank details by the Carrier.

5.5. GOPET carries out payments to the Carriers on Tuesdays or Wednesdays in respects of the invoices with maturity dates from Monday to Sunday inclusive of the current week.

5.6. In case of execution of payment transactions within the European Community the payee pays the charges levied by his payment service provider, and the payer - the charges levied by his payment service provider in compliance with Directive 2007/64/EC of the European Parliament and of the Council. This manner is also applicable for payments where the payee is located out of European Community unless otherwise is agreed in the contract concluded by the parties.

5.7. The Carrier is not entitled through cession or in any other manner whatsoever to assign its receivables from GOPET to third persons.

5.7.1. In case the Carrier breaches the obligation set out in 5.7., GOPET shall be entitled:  
- to claim penalty amounting to 1 000 euro per each invoice assigned and/or  
- to withhold any and all amounts that GOPET owes the Carrier /including but not only the assigned ones/ until the new creditor confirms in writing that the present GTC shall be applicable in relationship between the latter and GOPET without any exclusions.

5.7.2. UNIDROIT CONVENTION ON INTERNATIONAL FACTORING shall not apply to this contract and in case the Carrier breaches its obligation set out in 5.7., it shall be obliged to notify in writing the new creditor/the Factor of the non-application of the said Convention. Otherwise, we shall be entitled, in addition to the rights, stated in art.5.7.1, to claim penalty in the amount of 1 000 euro.

## **VI. Personal data protection**

6.1. (1) Each of the companies in the GOPET group, is a Controller of personal data within the meaning of the applicable national and European legislation. Our personal data protection policy is available on our Web site.

(2) We process the personal data lawfully, in the presence of at least one of the following conditions:

- the data subject has given consent to processing of his/her personal data for one or more specific purposes;
- processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- processing is necessary for compliance with a legal obligation to which the Controller is subject;
- processing is necessary for the purposes of the legitimate interests of the Controller or a third party.

6.2. (1) In connection with the performance of the transport contracts concluded, we process personal data for the following categories of data subjects:

- employees of carriers, partners and contractors;
- employees of insurance companies, companies providing expert services;
- natural persons.

(2) The categories of personal data GOPET can process concerning the data subjects include:

- Physical identity – names, PIN, address, photo, Identity document data, driving license data and other, telephone, personal e-mail;
- Social identity - education, employment, additional qualifications, work experience, etc.;
- Professional identity - business email, telephone, position.

6.3. GOPET process personal data for the following purposes:

- Transport and logistic operations to ensure safety in the supply chain for all parties involved, including shippers, consignees of the goods, our clients, ferry companies and other, related to the implementation of a transport contract;
- Acceptance and processing of requests for transport services;
- Collection of arrears;
- Claims handling;
- Marketing activities for offering services of GOPET;
- Financial and accounting activity;
- Legal representation and legal claims defence

6.4. In connection with his/her personal data processing the data subject has the following rights:

1. Right to information – to obtain information regarding the processing of his/her personal data by GOPET;
2. Right of access:
  - to obtain confirmation of the processing of personal data related to him/her;
  - to obtain access to the personal data processed and to the detailed information on the processing and his/her rights.

3. The right of rectification – to require rectification or completion of his/her personal data if they are inaccurate or incomplete;
4. The right of erasure – to require the erasure of his/her personal data, if there are grounds for it, provided for in the Regulation;
5. The right of restricting of personal data processing – to request GOPET to limit the processing of his/her personal data in compliance with the provided for in the Regulation, if there are grounds for it, provided for therein;
6. Notification to third parties – to require from GOPET to notify the third parties to whom his/her personal data have been disclosed for any correction, erasure or restricting of the personal data processing made, unless this is impossible or it requires disproportionate efforts by GOPET to do so;
7. The right to data portability – to obtain personal data that concern him/her and which he/she has made available to GOPET, in a structured, widely used and adapted for machine readable format, and to transfer these data to another collector without obstruction.
8. Right of withdrawal of the consent for processing – where the personal data processing is based solely on the consent given by the data subject, the latter may withdraw his/her consent at any time. Such withdrawal shall not affect the lawfulness of the processing based on the consent up to the time of its withdrawal.
9. Right of objection - the data subject has at any time and on grounds relating to his/her particular situation, the right to object to the processing of personal data concerning him/her, including against profiling under the Regulation, which processing is based on public interest, the exercise of official authority or the legitimate interests of a GOPET group company or a third party.

6.5. GOPET takes the necessary technical and organizational measures to protect personal data in order to ensure the permanent confidentiality, integrity, availability and sustainability of personal data processing systems and services.

6.6. In cases where the Carrier constitutes a data Processor on behalf of GOPET within the meaning of Regulation (EC) 2016/679, the Carrier shall be obliged to comply with the following requirements:

- To process personal data on behalf of GOPET solely for the purposes of execution of a transport order;
- To provide personal data to third parties where this is necessary for the performance of a transport order as the Carrier shall provide the lawfulness of the processing in accordance with art. 6 of the Regulation.
- To introduce and implement appropriate technical and organizational measures for the protection of personal data in accordance with the requirements of Regulation (EC) 2016/679, as well as the applicable national and European legislation.
- To immediately notify GOPET in the following cases:
  - In investigation activities undertaken by the Data Protection Supervisor in respect of the activities of the Carrier on the processing of personal data for the purposes of the execution of a transport order;
  - If it finds that it is unable to fulfil its obligations related to the personal data processing for any reason whatsoever;
  - If it finds any breach of the security of the processing of personal data. The breach of security shall be notified immediately to GOPET (but not later than 3 (three) hours as from its establishment).
  - to assist GOPET in every possible way in fulfilling of GOPET's obligations for documentation of the breach of the security of personal data processing and in notifying the Data Protection Supervisor of the breach, as it shall promptly provide GOPET with any information required for documentation of the breach and notification of the Data Protection Supervisor.
  - In cases where the data subject has made a direct request to the Carrier in relation to the personal data processing to which GOPET is a Collector.
  - In cases where the Carrier finds that there is a legal obligation for, or there is a request of State, administrative, judicial, and/or any other competent authority for the

provision of personal data, except in cases where such notification is contrary to compulsory rules of the law.

- to provide access to GOPET to all information necessary to demonstrate the fulfilment of the obligations of the Carrier in relation to the personal data processing, as well as to allow and assist in the performance of audits, including audits by GOPET or another auditor authorised by GOPET and to answer any inquiries of GOPET concerning the personal data processing;
- to assist GOPET as performs the specific instructions of GOPET and provide the latter with the requested information, in fulfilment of the obligation of GOPET to answer requests for the exercise of the rights of the data subjects, provided for in chapter III of Regulation (EC) 2016 /679;
- not to transfer personal data to a third country or an international organization, except when he/she shall be required to do so by virtue of European Union law or the law of a Member State which is applicable to the Carrier;
- to assist GOPET in fulfilment of the obligation for notification of the data subject for breaches of personal data security under art. 34 of the Regulation, in every possible way, including, but not only as performs GOPET specific instructions and provides GOPET with the requested information;
- to assist GOPET in fulfilment of the obligation to carry out its impact assessment on data protection under art. 35 of the Regulation, in case of necessity, by all possible means, including, but not only by providing the requested information;
- To assist GOPET in fulfilling of the obligation to carry out a prior consultation with the supervisory authority under art. 36 of the Regulation in any way possible, including, but not only by providing GOPET with the requested information
- to maintain a register in writing (in hard copy and in electronic format) of all categories of processing operations carried out on behalf of GOPET, at least with the required content under the Regulation;
- to indemnify any damage which a person may suffer as a result of the processing of personal data on the part of the Carrier when that processing violates the Regulation or other applicable rules on the personal data protection, unless the Carrier proves that it is in no way responsible for the damages.
- After the execution of a transport order, the Carrier shall undertake to erase or return to GOPET any and all personal data unless EU law or the applicable national legislation require their storage.

6.7. GOPET has appointed a data protection officer under Chapter IV, Section 4 of the Regulation with the following contact information:

E-mail: [privacy@gopettrans.com](mailto:privacy@gopettrans.com)

Phone: +359 2 958 1515 /270